

1 LEON GREENBERG, ESQ. SBN 8094
2 DANA SNIEGOCKI, ESQ. SBN 11715
3 Leon Professional Corporation
4 2965 s. Jones Blvd - Suite E4
5 Las Vegas, Nevada 89146
6 Tel (702) 383-6085
7 Fax (702) 385-1827
8 leongreenberg@overtimelaw.com
9 dana@overtimelaw.com

10 CHRISTIAN GABROY SBN 8805
11 Gabroy Law Offices
12 170 South Green Valley Pkwy- Suite 280
13 Henderson, Nevada 89012
14 Tel (702) 259-7777
15 Fax (702) 259-7704
16 CHRISTIAN@GABROY.COM

17 Attorneys for Plaintiff

18

19 **UNITED STATES DISTRICT COURT**
20 **DISTRICT OF NEVADA**

21

22 ANTHONY KISER, individually and on)
23 behalf of others similarly situated,)

24

Plaintiff,)

25

vs.)

26

27 PRIDE COMMUNICATIONS, INC.
28 and CRAIG LUSK,

29

Defendants.)

30

31

32 Case No. 2:11-cv-00165-JCM-VCF

33 **ORDER GRANTING FINAL**
34 **APPROVAL OF PROPOSED**
35 **CLASS ACTION SETTLEMENT**

36

37

38

39

40

41

42

43 On January 13, 2015, the Court heard the parties joint motion for final
44 approval of their proposed class action settlement, as set forth in the Stipulation and
45 Settlement Agreement of Claims (“Stipulation”), in the above-captioned action, the Court
46 also hearing at that time the Plaintiffs’ unopposed motion for an award of enhancement

1 payments to the representative plaintiffs and for a Fee and Expense Award for Plaintiffs'
2 Counsel as provided for in the Stipulation. The Court finds and orders as follows:
3
4

5 1. For the purposes of this Order, the Court adopts all defined terms as set
6 forth in the Stipulation, previously filed with this Court, with the exception that Gabriel
7 Aldaco, Bryan Avalos, Hector Gonzalez, Darion Livingston, Carlos Quinteros, Christopher
8 Stanley, Darrel Wright, Robert J. Crawford and John Newton, persons identified in the
9 parties' stipulation of settlement, on file with the Court at Docket #133, as members of the
10 proposed class, are hereby excluded from the class now being finally certified for
11 settlement by this Order. Such persons are so excluded for the reasons stated in Docket
12 #138, namely that the parties cannot clearly identify such persons as members of the
13 proposed class or do not possess any address at which to contact them. None of such
14 persons are bound by or subject to any provision of the class settlement approved by this
15 Order. In addition, as specified in Docket #138, it has been determined that proposed class
16 members Raymundo Lopez-Hernandez and Raymundo Hernandez-Lopez are one and the
17 same person and the listing of class members at Docket #133 subject to the settlement
18 approved by this Order is appropriately amended to reflect the same. The Class, as set
19 forth in Docket #138 at Exhibit "2" to the Stipulation of Settlement, and as modified by
this paragraph, consists of 132 Class Members all of whom are identified by name

20 2. This Court has jurisdiction over the subject matter of this litigation and
21 over all parties and Class Members in this litigation.

22 3. The Court finds that the distribution of the Notice of Class Action
23 Settlement, which was carried out pursuant to the Stipulation, constituted the best notice
24 practicable under the circumstances and fully met the requirements of due process.

25 4. The Court finds that no Class Members have objected to the Settlement
26 and no Class Members have requested exclusion from the Settlement. A total of 35 Class
27 Members, constituting 26.52% of the Class Members have filed claims making themselves
28 eligible to receive payments from the settlement fund, such class members also possessing

1 claims that equal 41.3% of the monetary value of all Class Members claims. These 35
2 individuals have claimed, and will be paid, approximately \$36,457.09 from the Settlement
3 Fund

4 5. The Court finds that the Stipulation was the product of protracted, arm's
5 length negotiations between experienced counsel. After considering Defendants' potential
6 exposure, the likelihood of success on the class claims, the risk, expense, complexity and
7 delay associated with further litigation, the risk of maintaining class certification through
8 trial, the experience and views of Plaintiffs' Counsel, and the reaction of the Class to the
9 Settlement, as well as other relevant factors, the Court finds that the settlement, as set forth
10 in the Stipulation, is fair, reasonable, and in the best interests of the Class, and hereby
11 grants final approval of the settlement. The parties are ordered to carry out the settlement
12 as provided in the Stipulation.

13 6. As counsel for the Class, Leon Greenberg of Leon Greenberg
14 Professional Corporation and Christian Gabroy of the Gabroy Law Office, shall be paid a
15 fees payment of \$48,000.00 and a costs payment of \$8,238.18 from the Settlement Fund
16 for their services on behalf of the Plaintiffs and the Class. The Court also approves the
17 payment from the Settlement Fund of \$5,000 to each of the Class Representatives,
18 Anthony Kiser and Brian Izumi, in recognition of their efforts on behalf of the Class.

19 7. As the Settlement Administrator, Rust Consulting shall be paid from the
20 Settlement Fund for their services rendered in administering the Settlement, in accordance
21 with the Stipulation and as provided in this paragraph. Pursuant to the declaration of its
22 Senior Project Administrator, Stacy Roe, submitted to this Court, its estimated maximum
23 costs for administration of the settlement of this matter is \$8,000.00. Its payment of costs
24 in that amount from the Settlement Fund is approved, provided that it shall receive a lesser
25 amount, if any, that is equal to the actual charges properly paid to it for the services it
26 provides in completing the administration of the Settlement.

27 8. Except as stated in this Order all other terms of the Settlement will
28 remain as stated in the Stipulation and Settlement Agreement of Claims and all

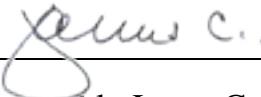
1 accompanying documents and the Orders of this Court.

2
3 9. The Clerk of the Court is directed to enter a Final Judgment of dismissal
4 and the Complaint is dismissed with prejudice.
5

6 10. The Court will retain jurisdiction for purposes of enforcing this
7 Settlement, addressing settlement administration matters, and addressing such post-
8 judgment matters as may be appropriate under court rules or applicable law.
9

10 IT IS SO ORDERED.

11
12 Dated: January 13, 2015



Honorable James C. Mahan

13
14 UNITED STATES DISTRICT COURT JUDGE
15
16
17
18
19
20
21
22
23
24
25
26
27
28